

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Health

**CCPH SR2020-1315**

**DATE:** November 3, 2020

**REQUESTED ACTION:**

Clark County Councilors approval to enter into Interlocal Agreement with Educational Service District No. 112 (ESD112) for reimbursement of Epidemiological support. Further request authority for County Manager to execute Interlocal Service Agreement and any resulting amendments. Total remuneration is \$11,500.00.

*(Agreement will be uploaded to DocuSign for County Manager signature upon approval from Council).*

☒ Consent ☐ Hearing ☐ County Manager

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**BACKGROUND**

Clark County Public Health will provide epidemiology and evaluation support to ESD 112 for the following work:

- a. Develop 2018 rural Healthy Youth Survey Needs Assessment
- b. Develop and deliver presentation to Rural Network on Healthy Youth Survey rural data analysis
- c. Develop and deliver Healthy Youth Survey data training to Rural Network
- d. Update rural/non-rural census map with 2020 census data

**COUNCIL POLICY IMPLICATIONS**

N/A

**ADMINISTRATIVE POLICY IMPLICATIONS**

N/A

**COMMUNITY OUTREACH**

N/A

**BUDGET IMPLICATIONS**

YES	NO	
x		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$11,500
Account	Public Health
Company Name	

**DISTRIBUTION:**

Council staff will post all staff reports to The Web, <https://www.clark.wa.gov/council-meetings>

Holly Barnfather 10/12/2020

Holly Barnfather  
Management Analyst

Alan Melnick 10/12/2020

Alan Melnick  
Public Health Director

Primary Staff Contact: Holly Barnfather Extension: 8226

APPROVED: Alan S. O'Brien  
CLARK COUNTY, WASHINGTON  
CLARK COUNTY COUNCIL

DATE: NOV. 3, 2020

SR# 149-20



APPROVED: \_\_\_\_\_  
Kathleen Otto, Interim County Manager

DATE: \_\_\_\_\_



**INTERLOCAL SERVICE AGREEMENT  
FISCAL 2020-2021**

**PARTIES TO THE AGREEMENT:**

**Educational Service District No. 112 (ESD112)**  
2500 NE 65<sup>th</sup> Avenue  
Vancouver WA 98661

**Service Provider**

**Clark County Washington, Public Health Dept. (the County)**  
PO Box 9825  
Vancouver WA 98666

IN WITNESS WHEREOF, the County and ESD112 (together, the Parties) have executed this Agreement inclusive of all Exhibits listed on the date and year indicated below. Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

**CLARK COUNTY PUBLIC HEALTH, CLARK COUNTY COUNCIL**

**Amanda Migchelbrink, Deputy Prosecuting Attorney**

Authorized Signature: *Amanda Migchelbrink*

Date: 10/21/2020

**Kathleen Otto, Interim County Manager**

Authorized Signature:

Date:

**EDUCATIONAL SERVICE DISTRICT NO 112**

Authorized Signature:

Date:

Summary Description of Service	Agreement Term	Fee
Provide epidemiology support to the Rural Youth Marijuana Prevention and Education Program, coordinated by ESD112.	Start Date: November 1, 2020	Total not to exceed: \$11,500.00
	End Date: May 31, 2021	
	Agreement Number PO# to be assigned	

This Agreement consists of this signature and duties page and the following exhibits, which constitute the entire understanding of the Parties.

**Exhibit A Scope of Services Provided**

**Exhibit B General Terms & Conditions**

**AGREEMENT CONTACTS**

	<b><u>ESD112</u></b>	<b><u>CONTRACTOR</u></b>
	<b><u>Program / Service</u></b>	
Name:	Leanne Reid	David Hudson
Position:	Regional Prevention Project Coordinator	Program Manager
Phone:	360.952.3457	360.397.8000
Email:	leanne.reid@esd112.org	david.hudson@clark.wa.gov

**Billing**

Name:	Angel Almendarez	Kayla Mobley
Phone:	360.952.3437	360.397.8000
Email:	angel.almendarez@esd112.org	kayla.mobley@clark.wa.gov

**Signature Authority/ Notice**

Name:	Tim Merlino	Holly Barnfather
Position:	Superintendent	Grant and Contract Management Analyst
Phone:	360.750.7500	360.397.8226
Email:	Tim.merlino@esd112.org	cntyhealthgrant@clark.wa.gov

**ESD112 ACCOUNTING:**

ACCT NO	2060 98 1240	100%
GRANT FUNDED?	Y [ X ] N [ ]	Grant End Date:
IF FEDERAL AWARD, CFDA	NA	6/30/2021

**IF OPTING OUT OF ELECTRONIC SIGNATURE:**

Send scanned copy of Agreement with  
apcontracts@esd112.org



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**EXHIBIT A**  
**SCOPE OF SERVICES PROVIDED**

- I. **Purpose.** The general objective(s) of this Agreement shall be to provide epidemiology support to the Statewide Rural Youth Marijuana Prevention and Education Program, coordinated by ESD112.
- II. **Term of Agreement.** This Agreement shall be effective November 1, 2020 and continue until the earlier of the date both Parties have satisfied their obligations set forth in this Agreement, the date the Agreement is terminated in accordance with Exhibit B, Section IV, or May 31, 2021.
- III. **Financial Terms.** The County shall invoice ESD112 an amount not to exceed \$11,500.00 for services described below, consistent with requirements of Exhibit B, Section II.
  - a. The County shall invoice monthly based on actual hours incurred to deliver services under the Agreement.
  - b. The County shall provide a detailed transaction report to support amounts invoiced.
  - c. The Final invoice shall be due no later than June 15, 2021. Invoices received subsequent to this date shall be subject to denial, based on funds available.
  - d. ESD112 shall pay the invoice, consistent with requirements of Exhibit B, Section II.
- IV. **County Responsibilities.** The County shall perform the following to accomplish Agreement objectives and provide epidemiological support for the Marijuana Prevention and Education Rural Communities program:
  - A. Provide in-depth analysis of 2018 Healthy Youth Survey data to prioritize communities in highest need for prevention services by January 15, 2021.
    1. Meet with ESD112 and rural network stakeholders to select specific indicators and cross/tabs to include in assessment (marijuana-related, mental health and ACEs variables for 10<sup>th</sup> graders).
    2. Conduct analysis and initial synthesis of data gathered.
    3. Draft deliverables (full, executive summary, and raw infographic content) by December 1, 2020.
    4. Provide revisions from 1<sup>st</sup> round of feedback from ESD112.
    5. Complete 2018 Healthy Youth Survey summary and executive report by January 15, 2021.
  - B. Present finding and summary of 2018 Healthy Youth Survey to Rural Network by March 31, 2021.
    1. Create presentation materials.
    2. Present findings at rural network meeting.
  - C. Provide Data training for rural network meeting by April 2021.
    1. Participate in one to two planning meetings with ESD112 and/or rural network representatives.
    2. Prepare training materials and agenda.
    3. Deliver training.
  - D. Update rural map by May 15, 2021.
    1. Update map of rural/non-rural Washington zip codes using updated 2020 Census population counts.
- V. **ESD112 Responsibilities.** ESD112 shall perform the following to accomplish Agreement objectives:

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- A. Organize and host meeting for ESD112 staff and rural network stakeholder to identify data points for data analysis data point by November 15, 2020.
- B. Provide feedback on 2018 Healthy Youth Survey data summary and executive report by December 15, 2021.
- C. Organize and set up rural network meeting for Clark County Public Health's Healthy Youth Survey presentation by March 2021.
- D. Organize up to two planning meetings with Clark County Public Health for planning the training to be provided to the rural network.
- E. Organize, enroll participants and provide venue for data training by April 2021.

**VI. Compliance Orders.**

- a. The County shall perform all services under this Agreement in compliance with the most current guidelines issued by the Centers for Disease Control and Prevention (CDC), Washington Department of Health, and the Office of Superintendent of Public Instruction (OSPI) guidelines, and comply with state proclamations and orders as pertains to any infectious disease outbreaks or pandemics (i.e., COVID-19).
- b. The County shall adjust service levels and schedules as requested and/or required to meet changing program needs to comply with Section IV above without modification to terms of the Agreement.



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**EXHIBIT B**  
**GENERAL TERMS & CONDITIONS**

**I. AUTHORITY**

- a. This Agreement between ESD112 and the County, is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.030 and provisions that authorize educational service districts and the County to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035
- b. The provision of educational, instructional or specialized services in accordance with this Agreement shall improve student learning or achievement.
- c. A separate legal entity is not being created. ESD112 shall administer the joint undertaking described in the terms of this Agreement.

**II. FINANCE, BUDGET & PROPERTY**

- a. **Budget.** The County shall budget for and pay the costs associated with services provided as detailed in "Exhibit A: Scope of Services Provided". A separate budget for this joint undertaking is not required
- b. **Invoices.** The County shall invoice ESD112 as described in Exhibit A, Section III. ESD112 shall pay the invoice within forty (45) days of receipt. Invoices may be billed electronically to [contracts.invoices@esd112.org](mailto:contracts.invoices@esd112.org) or by mail at ESD112's business mailing address.
- c. **Property.** Neither party is acquiring real property. Any personal property that is acquired will be owned and retained by the party that pays for the personal property.

**III. GENERAL OBLIGATIONS OF THE PARTIES. ESD112 and the County shall:**

- a. Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have contact with children. No person employed or contracted by a party to the Agreement who has plead guilty to, or been convicted of, a felony crime specified in RCW 28A.400.322 shall have access to children. Failure to comply with this provision shall constitute grounds for immediate termination of the Agreement.
- b. Comply with federal, state, and local laws in performing obligations under this Agreement, and any policies or regulations adopted by the Parties' boards of directors, including restrictions on use of tobacco on County property.
- c. Obtain and maintain commercial general liability insurance and automobile liability insurance in an amount not less than \$1,000,000 per occurrence. The Parties shall, upon request, provide each other suitable evidence of the insurance coverage that is required.
- d. Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
- e. Perform their obligations in accordance the terms of this Agreement AND any federal or state grant that is funding any of the obligations under this Agreement, as applicable.

**IV. TERMINATION.** Either party may terminate this Agreement by providing the other party thirty (30) days prior written notice, provided ESD112 may terminate this Agreement immediately, without prior notice, if any of the funds ESD112 receives or has budgeted for in connection with its payment obligations under this Agreement are reduced or eliminated. Upon termination, the joint undertaking shall be dissolved and the Parties shall retain ownership of the personal property they acquired in connection with this Agreement.

**V. GENERAL PROVISIONS**

- a. **Indemnification.** Both Parties agree to protect, defend, indemnify and hold the other party, and its directors, officers, agents and employees harmless from any and all claims and losses that are caused by the indemnifying party, or the indemnifying parties directors', officers', agents' or employees' negligent or malicious acts or omissions.
- b. **Assignment.** This Agreement may not be assigned by either party without prior written consent of the other party.
- c. **Whole Agreement.** The Parties acknowledge that they have read and understand this Agreement. The Parties further agree that this Agreement constitutes the entire agreement between the Parties and supersedes all communications, written or oral, related to the subject matter of this Agreement. This Agreement may only be modified or amended upon signed written agreement of both Parties.
- d. **Applicable Laws and Venue.** This Agreement shall be governed by the laws of the State of Washington. Venue for any legal action or proceeding arising out of or in any way related to this Agreement shall be in Clark County, Washington.
- e. **Waiver.** No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.



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- f. **Severability.** If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.
- g. **Non-Discrimination.** Per the requirements of state, local and federal laws, ESD112 and the County agree not to discriminate on the basis of race, color, creed, religion, national origin, age, sex, gender expression or identity, sexual orientation, genetic information, honorably discharged veteran or military status, marital status, family/parental status, income derived from a public assistance program, political beliefs, non-job-related physical, sensory, or mental disabilities, use of a trained guide dog or service animal, or retaliation for prior civil rights activity. Inquiries regarding compliance and/or grievance procedures for ESD112 may be directed to ESD112 at its address above.
- h. **Conflict of Interest.** Neither party shall receive compensation from more than one political subdivision of the state of Washington for the same work that is being done under this Agreement. If either party is providing services to another organization that are the same as the services being provided and compensated for under this Agreement, the amount paid under this Agreement shall constitute an overpayment, which shall be withheld from future payments or reimbursed. No person engaged in any activity associated with this Agreement has a personal financial interest, direct or indirect, in this Agreement. The County and ESD112 warrant that neither party presently has interests, and will not acquire interests, directly or indirectly, which would create a conflict of interest in performing the obligations under this Agreement. Any direct or indirect conflict of interest must be disclosed.
- i. **Privacy.** Both Parties may have access to educational records that are confidential and subject to privacy protections under the Federal Educational Rights and Privacy Act. Both Parties shall take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of the other party and the parent of the student whom the record pertains to.
- j. **Records.** Both Parties shall maintain books, records, documents, data and other materials compiled and related to the performance of their obligations under this Agreement for the time period required under law or any applicable grant award agreement. Both Parties agree to provide the other party access to and copies of any such books, records, documents, data or other materials.
- k. **Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12-549, ESD112 and the County certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <http://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any federal governmental agency or department. ESD112 and the County shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.
- l. **Intellectual Property.** Any materials ESD112 produces shall be owned by ESD112. ESD112 will be considered the author of such materials. To the extent materials being produced by the County in connection with this Agreement are found to be "works made for hire," the County hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD112 effective from the moment of creation. The County shall not use any materials produced for ESD112 in connection with this Agreement without obtaining ESD112's prior written consent.
- m. **Notice.** Whenever notice is required under this Agreement, it shall be provided by emailing or by mailing the notice to the contacts as provided. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United States Mail, postage prepaid.